

Article I Initial Provisions

1.1. Preamble

The commercial terms and conditions of Tatra banka, a.s. ("CTC") for the international MasterCard debit card regulate the legal relations between Tatra banka, a.s., of Hodžovo námestie 3, 811 06 Bratislava, Reg. No. 00686930, registered in the Commercial Register of the District Court Bratislava I, Section: Sa, Insert No. 71/B ("bank") and its clients in providing banking services for the international MasterCard debit card. The bank issues to its clients the international MasterCard debit cards which may be used by them for cash-free payment and cash withdrawals under the Agreement on Issue and Use of International MasterCard Debit Card ("Card").

1.2. Definitions

DEBIT CARD - means a payment tool which serves for making cash-free payments for goods or services or cash withdrawals from any AMT or in any bank.

DEBIT PAYMENT CARD - means a debit card which serves for realisation of transactions, and each such transaction is then cleared on the client's current account in the bank, to which the card is issued. The current account serves for clearing all transactions and the relevant fees connected with use of the debit card issued to the current account ("current account").

CARD - means the MasterCard card, i.e. an international debit card issued by the Bank to the current account maintained in EUR, under a license granted by MasterCard International S.A., Chaussée de Tervuren, 198A B-1410 Waterloo, Belgium (the "MasterCard International"), and identified by the Eurocard or MasterCard logo, by that the Cardholder is authorized to make cash-free payments for goods and services and cash withdrawals on the territory of the Slovak Republic and in foreign countries.

PRIVATE CARD - means the type of Card that is issued to the current account of an individual that is maintained in EUR and designed for purchase and payments for goods and services for private purposes.

CORPORATE CARD - means the type of Card that is issued to the current account of a corporation or to the current account of an individual who is a private entrepreneur that is maintained in EUR and has been designed for purchase and payments for goods and services for the purpose of business activity performance, enterprise activity performance, occupation performance, or performance of other activity that aims to realise profit, or for the purpose of performance of other similar activity of other than private nature.

TRANSACTION - means each financial operation (payment, cash withdrawal) made by the Card.

TRANSACTION AUTHORISATION - transaction approval on the part of the Card issuer or the card company on the basis of authorisation of the Card issuer. After each Card transaction, the available balance in the current account shall be decreased by the sum of the realised transaction by way of temporary blocking of the funds. Nevertheless, the very transaction shall be cleared only after the processing thereof at the clearing centre. The clearing record shall thus replace the authorisation record. In case the Bank does not receive any record of the transaction, the temporary blocking of the authorised sum shall be released and the available balance in the current account shall be increased by this sum.

APPLICANT - means an individual or a legal entity or collectively an individual and a legal entity which shall request the bank to issue the Card, and shall complete the required form. The future Card holder which is not identical with the owner of account shall request issuance of the

Card jointly with the owner of account.

CARD HOLDER - means an individual older than 18 years of age, in the name of which the Card is issued.

MAXIMUM WITHDRAWAL LIMIT - means the maximum amount up to which the Card holder has the right to draw funds from the current account by using the Card.

RECIPIENT BANK - means a bank which ensures acceptance of the Card via its merchant or in cash withdrawal via its ATM or its branch or its merchant.

MERCHANT - means any business premises (hotels, restaurants, stores, rent-a-car, pumping stations, etc.) identified by a logo of the relevant international card company, which accepts the Cards as standard practice as a tool of payment for the purchased goods and services or allows to draw cash by the Card, as the case may be, if authorized to make such withdrawal under a special contract.

PIN CODE - means a personal identification number - numeric code reported solely to the Cardholder that allows to identify the holder when using the Card in ATM or in the electronic terminal. In case the payment card contains a chip, it serves also the authentication purposes via the Card&Reader tool.

POS TERMINAL - means an electronic equipment situated in the merchant's premises under a contract with the recipient bank, allowing the merchant to accept the Cards for cash-free payments made by the Card by using the PIN code or with signature of the Card holder.

IMPRINTER - means a mechanic equipment situated in the merchant's premises under a contract with the recipient bank, allowing the merchant to accept the embossed Cards for cash-free payments by the Card solely with signature of the Card holder.

ATM - means an electronic equipment with automatic verification of the debit card, identified by the Eurocard or MasterCard logo, allowing the Card holder to make cash withdrawal by using the PIN code or purchase of any other services. The cash withdrawal is made in the local currency of the country where the ATM is installed.

SUBSTITUTE CARD - means a Card issued by the bank to the Card holder in case of a lost, stolen, mutilated original Card or failure to deliver the original Card, and non-renewal of an expired Card or cancellation of a non-activated Card by the bank.

RENEWED CARD - means a Card issued upon expiry of the original Card, with a new date of expiry.

HELD CARD - means a Card in respect of which the authorization to use it is temporarily suspended. The Card may be held upon initiative of the bank or the owner of current account or the Card holder under the conditions specified in these Commercial Terms and Conditions. For holding the Card, the owner of current account shall be charged the relevant fee according to the tariff of fees.

ISSUED CARD - means a Card made in accordance with all requirements of the Card - the front side shows the basic information about the Card - the Card number, the expiry of the Card, the name of the Card holder, in case of a corporate Card also the name of the legal entity; the Card contains the encoded magnetic strip and/or encoded contact chip and also security elements according to the rules of the international company MasterCard International.

VALID CARD - means a Card which may be used by the holder thereof in accordance with the relevant provisions of these Commercial Terms and Conditions. The Card shall expire on the last day of a calendar month shown in the Card or upon cancellation thereof.

CARD ACTIVATION - means an act by which the bank itself shall turn the Card, at physical delivery of the Card to the Card holder in its branch or upon a direct client's initiative according to section 3.18 of these Commercial Terms and Conditions, to the status which shall allow proper use of the Card for cash-free payments for goods and services or for cash withdrawals.

CANCELLED CARD - means a Card which has expired prior to the date of expiry shown in the Card. The bank shall cancel the Card upon its

own initiative, upon a motion of the owner of current account or upon a motion of the Card holder with a consent of the owner of current account, under the terms set forth in these Commercial Terms and Conditions. For cancellation of the Card, the bank shall charge a fee to the owner of current account according to the tariff of fees.

Article II Types of MasterCard

2.1. The bank shall issue the following types of MasterCard:

2.1.1. private Cards:

- a) without insurance of the Card holder,
- b) with insurance of the Card holder,
- c) with insurance of the Card holder and family relatives, (husband/wife and their children up to 18 years of age, regardless the number of children)

2.1.2. corporate Cards:

- a) without insurance of the Card holder,
- b) with individual insurance.

2.2. The bank offers the following withdrawal limit:

For MasterCard cards issued since 1 January 2009

maximum withdrawal limit	payment for goods and services	cash withdrawal and special transaction types*
400 EUR	400 EUR	400 EUR
600 EUR	600 EUR	600 EUR
800 EUR	800 EUR	800 EUR
1,000 EUR	1,000 EUR	1,000 EUR
1,500 EUR	1,500 EUR	1,000 EUR
2,000 EUR	2,000 EUR	1,000 EUR

* e.g. game coupon or money order purchase, betting via Internet, etc.

2.3. For conversion of the limits set for the MasterCard Cards that have been issued until 31 December 2008, the Bank has applied the conversion rate of EUR 1 = SKK 30.1260.

Article III Conditions of Issuance of Card

3.1. The following conditions must be satisfied for issuance of the Card:

- 3.1.1. a properly completed application for issuance of the Card, signed by the applicant, delivered to the bank,
- 3.1.2. a properly opened current account.

3.2. The bank shall issue the Cards to the persons, provided that:

- 3.2.1. the applicant can be a natural person, whereas the Bank is entitled to request presentation of a document on the place of permanent/temporary residence of the person; or;
- 3.2.2. the applicant can be a legal entity, whereas the Bank is entitled to request a document attesting the address of the company registered office. In the event of breach of the liability to submit the residence permit or to prove the address of the company's registered office, the Bank has the right to refuse the application for issuance of the Card, to propose to hold any issued Card, and to terminate the Agreement on Issue and Use of Card.

3.3. The bank is authorized, upon request, to issue several Cards to one current account of an individual/legal entity, however, each Card holder shall receive only one Card in his/her name.

3.4. The application for issue of the Card shall be approved by the bank which has the right to request the applicant to furnish any documents required to prove solvency or any references on the applicant's reliability. The bank has the right to verify also the contents of the documents furnished by the applicant.

3.5. The bank is entitled to reject the application for issuance of the Card or to request return thereof without a reason.

3.6. Upon approval by the Bank of the application for issuance of the Card, an Agreement on Issue and Use of Card shall be concluded between the Bank and the applicant. The Agreement on Issue and Use of Card shall also mean an agreement on the conditions of issue and use of the Card in the Agreement on EUR Current Account and on Provision of Other Products and Services to the Account of an individual or in the Agreement on EUR Current Account and on Provision of Other Products and Services to the Account of a legal entity or an individual being a private entrepreneur. Upon issuance of the Card, the Bank shall debit from the current account an amount of the annual fee, in respect of the Card with insurance together with the annual fee for insurance. Such amount shall be debited by the Bank from the current account always upon expiry of each next following year during the term of the Card. Any Cards issued under the Agreement on EUR Current Account and on Provision of Other Products and Services to the Account of an individual or in the Agreement on EUR Current Account and on Provision of Other Products and Services to the Account of a legal entity or an individual being a private entrepreneur shall be charged by the fees for packages of services according to the Service Charges.

3.7. The issued Card remains in the bank's ownership and the Card holder is liable to return it to the bank in the events set forth in these CTC or upon bank's request. The period for returning the Card is specified in section 4.10 hereof.

3.8. Upon taking over the Card, the Card holder is liable to immediately sign the Card in the marked box, otherwise in the event of a lost or stolen Card, the Card holder assumes full liability for any damage which shall result from using the Card by any other person.

3.9. The bank shall deliver to the Card holder an envelope with the PIN code. The Card holder is liable to ensure confidentiality thereof (not to disclose the PIN code to any other person, not to write it on the Card or on any other document which is kept together with the Card, etc.). In the event of a lost or stolen Card, the Card holder assumes full liability for any damage which shall be incurred by use of the Card with the PIN code.

3.10. In case of any erroneous record of the data in the Card, a complaint may be filed by the Cardholder without delay, however, at latest within 2 months following the date of issue of the Card, and the Bank shall replace it free-of-charge by a new Card.

3.11. Prior to expiry of the Card, the bank shall issue a renewed Card, unless the owner of current account notifies the bank in writing, no later than 2 months prior to expiry of the Card, that he does not wish to have a renewed Card or unless he terminates the Agreement on Issue and Use of Card. The bank shall issue no

renewed Card if the Card is held or cancelled at that time. The bank is authorized not to issue any renewed Card, if the owner of current account or the Card holder acted contrary to the Agreement on Issue and Use of Card or contrary to these CTC. Unless the bank issues a renewed Card, the Agreement on Issue and Use of Card shall be terminated as of the last day of the calendar month shown in the Card.

- 3.12. The applicant - future Card holder or in respect of a corporate Card, the contact person or in respect of a private Card, the owner of current account shall elect, in the application for issuance of the Card, a password serving for telephone communication with the bank. The Card holder or in respect of a corporate Card the contact person or in respect of a private Card the owner of current account shall be liable for any damage resulting from disclosure of the password to an unauthorized person.
- 3.13. The bank is authorized to send the Card by mail to the mail address of the owner of current account, in this case the bank shall send the letter via Slovenská pošta, a.s. The owner of current account is liable to check whether or not the envelope is damaged. In the event the letter is damaged, the owner of current account shall immediately inform the bank to this effect. In this case, the bank shall ensure issuance of a substitute Card and shall send it to the mail address of the owner of current account.
- 3.14. The bank is authorized to send the PIN code by mail to the mail address of the owner of current account, in this case the bank shall send the letter via Slovenská pošta, a.s. The owner of current account is liable to check whether or not the envelope is damaged. In the event the letter is damaged, the owner of current account shall immediately inform the bank to this effect. In this case, the bank shall ensure printing of a new PIN code or a substitute Card and shall send it to the mail address of the owner of current account.
- 3.15. If the bank decides to deliver the Card and the PIN code to a bank's branch, then in this case the bank shall deliver the Card and the PIN code to the branch which keeps the documentation in respect of the relevant Card.
- 3.16. The bank is authorized to deliver the Card and the PIN code to that Card to the owner of current account. The Card holder agrees and acknowledges that the owner of current account is authorized to receive his card and the PIN code without necessity to furnish any authorization to receive them. If issuance of the card is requested by any person other than the owner of current account or the Card holder in whose name the Card is issued, the bank is authorized to request an authorization for receipt thereof, where the signature of the Card holder shall be notarized.
- 3.17. Provided that the Card and the PIN code are sent by mail to the mail address, the owner of current account is liable to notify the Bank failure to deliver the Card or the PIN code within 2 months following the date of issue thereof or following the date of expiry of the Card, as shown in the Card in respect of a renewed Card.
- 3.18. If the Card is delivered by mail, the Cardholder shall activate the Card by telephone prior to the first use thereof via the Dialog contact centre. The Card shall be activated by the Bank according to the identification of the Cardholder by the password set forth in section 3.12 hereof, and the personal number.

- 3.19. If the Cardholder fails to activate the Card or if the letter with the Card and the PIN code is returned back to the Bank as undelivered or if the Cardholder fails to take over the Card deposited in the branch within 2 months following the date of issue thereof, the Bank is authorized to cancel the Card/Cards without a written notice to the owner of current account. In such cases, the Bank shall be entitled to charge the annual fee for the Card, if charged, but it shall not charge any fee for cancellation of the Card. The owner of current account is entitled to refund of a pro rata portion of the annual fee for insurance in case of cancellation of the Card with insurance. In case in consequence of Card/Cards cancellation for the above reason there is no other Card that would be issued or used within the same current account, the Agreement on Issue and Use of Card terminates as on the Card cancellation day as well.

Article IV Use of Card

- 4.1. The Cardholder shall identify himself/herself with payment for goods and services by PIN code or by signature on voucher or in other way indicated with the particular method of Card use. With cash withdrawal at the Bank or an exchange office, the Cardholder shall identify himself/herself by PIN code or by signature on the voucher and with cash withdrawal from an ATM, he/she shall identify himself/herself by PIN code.
- 4.2. The Card holder is authorized to use the Card in facilities, at merchants (including internet merchants), in banks, in ATMs identified by the acceptance logos which correspond to the logos in the Card or to withdraw cash solely at a merchant which is authorized to provide cash withdrawals.
- 4.3. The Card holder may claim, by using the Card, only those goods and services which are usually sold or provided by the merchants.
- 4.4. For cash withdrawal by the Card, the bank shall charge the relevant fee to the owner of current account, according to the tariff of fees.
- 4.5. By signing or by using the PIN code, by giving the number of the Card in the order or by applying any other agreed way of confirmation of payment, the Card holder shall confirm the substance and amount of the transaction, and at the same time authorizes the bank to pay the owing amount to the merchant/recipient's bank for the confirmed transaction and to debit the owing amount from the current account.
- 4.6. The Card holder is authorized to draw by the Card funds up to the amount of the determined maximum withdrawal limit, however, maximum up to the amount of the available balance on the current account. The bank shall determine the amount of the maximum limit on the basis of evaluation of the applicant and according to the internal rules determined by the bank. The bank has the right to change the maximum withdrawal limit during the term of the Card, even for definite period of time, both on individual basis in respect of an individual Card holder and in respect of all Card holders, particularly in case of any change in their financial condition or creditworthiness or as a result of change in the bank's business policy subject to any change in the market conditions in the relevant market. The maximum withdrawal limit may

be applied for payment for goods and services or for cash withdrawal from an ATM. The amount of the withdrawal limit in the form of cash withdrawal from an ATM may be limited by the bank by certain maximum amount.

- 4.7. The bank has the right, in some cases even without a special written request, to create, use, and realise, as the case may be, any security for its receivables, in a reasonable way, for a period determined by the bank. The owner of current account is liable to suffer such bank's action, and the bank has the right to realise and use the security, e.g. in cases of temporary increase of the limit in the Card. Unless the bank determines otherwise, the security shall survive for two months following adjustment of the limit in the Card to the original amount. The bank shall notify the security to the owner of current account in a manner determined by the bank.
- 4.8. The Cardholder may not use the Card for any purposes that would be contrary to the generally binding regulations of the SR, the country whereof jurisdiction applies to the Cardholder, as well as of the country where the Card is used or intended for use.
- 4.9. The Card holder is liable to protect the Card against loss, damage, destruction or misuse by any other person. The Card may be used solely by the holder whose name is shown in the Card. The Card holder is liable to prevent or not allow use of the Card by any other person. The Card holder undertakes to observe the Principles of Protection in Use of Debit Cards, as published by the bank.
- 4.10. The Card holder is authorized to use the Card solely during the term thereof, namely the term of the original Card or any additional renewed or substitute Card. The Card holder is not authorized to use any held, cancelled or expired Card. The Card holder or the owner of current account is liable to return the Card which may no more be used by him, immediately but not later than within 5 days following the expiry thereof, except for the cases when the Card holder is no more authorized to use the card due to expiry thereof, as shown in the Card. The Card holder assumes, jointly with the owner of current account, full liability (same as in section 7.8 hereof) for any damage resulting from unauthorized use of the Card, particularly for all transactions connected with misuse thereof also after expiry of the authorization to use the Card, and he shall also be liable to indemnify the bank against such damage without undue delay.
- 4.11. The bank shall not review whether the transactions performed by the debit Card, where identification of the Card was duly made, are authorized or not.
- 4.12. The merchant is authorized, in justified cases:
 - a) to request the Card holder to present an ID card,
 - b) to hold the Card which is held, cancelled or in any other specific cases.

In such cases, the Card holder is liable to suffer identification and is liable to allow the merchant to record his personal data in an inevitable extent.
- 4.13. The Client is liable to observe the contractual conditions or any other commercial conditions of the merchant, that are binding for him in ordering/purchase of goods and services, and the Bank shall not resolve any disputes between the merchant and the Cardholder, that shall arise from orders of goods and services, in case of returning the goods (service) or refund of payment, or

quality of the purchased goods or quality of the provided service wherewith the Card has been duly used.

- 4.14. In the event that in case of cash withdrawal from an ATM, the Card holder does not receive the requested cash or the Card is detached, the Card holder shall inform the ATM operator or the bank to this effect without undue delay.

Article V Clearing and Payment

- 5.1. In respect of each transaction realised by the Card on the territory of the Slovak Republic or the European Monetary Union countries, the Bank shall debit from the owner's current account the value on the date of transaction.
- 5.2. In respect of each transaction realised by the Card outside the territory of the Slovak Republic or the European Monetary Union countries, the Bank shall debit from the owner's current account the value of the date when the transaction was cleared in the international system of payments of MasterCard International.
- 5.3. If the Card transaction is realised in other currency than the current account currency, the Bank shall use the transaction sum specified by the card company MasterCard International expressed in the clearing currency EUR and shall debit this sum from the client's current account.
- 5.4. The bank shall inform the owner of current account on clearing of the transactions and the relevant fees by statements from the current account. The statement from the current account shall contain detail information about the date and place of transaction and on the amount of the transaction in the currency in which it was realised.
- 5.5. The owner of current account is liable to ensure sufficient funds on the current account, which are required for clearing the transactions and the relevant fees, and authorizes the bank to debit the outstanding amount from the current account (i.e. the amount equal to the transactions, fees, and other bank's costs, if any).
- 5.6. If the owner of current account fails to ensure sufficient funds on the current account, and by debiting thereof by the outstanding amount, the account shall be in unauthorized overdraft, the current account owner is obligated to settle the unauthorised overdraft immediately by payment of thus arisen Bank's receivable and the Bank is authorised to bill for the days in an unauthorised overdraft a debit interest according to the applicable interest rates quoted by the Bank. The Cardholder is as well, jointly and severally with the current account owner, obligated to settle the unauthorised overdraft by payment of thus arisen Bank's receivable. In this case, the Bank shall send to the owner of current account a notice calling him to pay the amount of the unauthorised overdraft, and is authorized to hold the Card immediately.
- 5.7. Unless the owner of current account pays the amount of unauthorized overdraft no later than within 1 month following the occurrence thereof, the Bank shall have the right to terminate the Agreement on Issue and Use of Card or the Agreement on Current Account, to cancel the Card, and to satisfy its receivable to the owner of current account or the Cardholder by setoff of the Bank's receivable against their receivable from the owner's

current account or any other accounts of the owner or the Cardholder with the Bank.

- 5.8. The current account owner authorises the Bank to debit the current account also with the sum of the transactions cleared upon an additional initiation on the part of the merchant wherewith the Cardholder shall have used the Card for payment and the original transaction shall have been cleared from the relevant current account (however, in an incorrect amount), if the merchant proves to the Bank the legitimacy of its claim for payment of a receivable from the Cardholder. The Bank shall debit the current account with the transaction sum in the amount of the difference between the original transaction in the incorrect amount and the merchant-proved amount of its legitimate receivable. The right of the current account owner to lay a claim in terms of such an additional charge and debit of funds from the current account is not affected thereby.

Article VI Lost, Stolen Card

- 6.1. Any lost or stolen Card, as well as any reasonable suspicion of misuse of the Card, must be immediately reported by the Card holder to the bank:
- by telephone via the DIALOG service (24-hour service); tel. 00421 2/6866 1000, 0903/903 902, 0906/011 000, 0850/111 100;
 - in any branch of Tatra banka, a.s. (the contact data as valid as of the date of issue of these Commercial Terms and Conditions, and the bank reserves the right to change them).
- 6.2. When reporting lost, stolen or misused Card, the Cardholder, or other person upon discharge of the term pursuant to section 6.3., is obligated to report to the Bank the data required for identification of the Card that is to be blocked, whereas he/she is obligated to report to the Bank either the card number or data minimum to this extent: Card type, Cardholder name and Cardholder birth registration number (or company registration number). Otherwise the act of reporting lost, stolen or misused Card is deemed not realised and the Bank shall not be liable for Card blocking. Cardholder never reports PIN code.
- 6.3. The right to request holding of the Card belongs particularly to the Cardholder, and this also in the event he is not an owner of the current account, and even without a consent of the owner of current account, as well as current account owner. In exceptional cases, holding of the Card may be requested also by a third person that shall satisfy the Bank's requirement for authenticity of such request. In case the holding is requested by a third person, the Bank shall not be responsible for any unauthorized holding.
- 6.4. The Card holder or the owner of current account is liable to confirm the report made by telephone also in writing in the bank, unless the holding of the Card is reported via the Dialog telephone service.
- 6.5. If the Card is upon personal, telephone or written (by telefax) report of the Cardholder or the owner of current account, or other person upon discharge of the term pursuant to section 6.3. duly identified, the Bank shall block it.

- 6.6. The bank is authorized to hold the Card even without a request of the owner of current account or the Card holder, if there exists reasonable suspicion of misuse of the Card. Any specific measures shall be decided by the bank in its own discretion, subject to the character of any available information and findings. The bank shall inform the owner of current account about such decision. If the Card was held without request of the owner of current account or the Card holder, the bank shall ensure release of the Card immediately upon cessation of the reasons for holding.
- 6.7. The owner of current account hereby authorizes the bank to ensure, in the event of the Card being lost or stolen in a foreign country, upon request of the owner of current account or the Card holder identified in the agreed way, remittance of cash to the Card holder via the Western Union service and to debit the remitted amount and the relevant fees from the current account.
- 6.8. The owner of current account hereby authorizes the bank to ensure, in the event of the Card being lost or stolen in a foreign country, upon request of the owner of current account or the Card holder, issuance and sending a substitute Card to an address in the foreign country, determined in advance. The bank shall debit from the current account an amount equal to the expenses incurred by the bank for sending the substitute Card via a courier service to the foreign country, according to the tariff of fees.

Article VII Liability for Damage

- 7.1. Until the moment of reporting a lost or stolen or misused Card pursuant to section 6.2. above, the current account owner and/or the Cardholder shall be responsible for withdrawal of funds from the current account by use of the Card in the full amount of the sum of thus withdrawn funds and is thus obligated to pay to the Bank the sum of the transactions realised until that moment.
- 7.2. Upon delivery of the report on a lost or misused Card pursuant to section 6.2. above, the current account owner and/or the Cardholder shall no more be held responsible for withdrawal of funds from the current account by use, or by any further misuse thereof, as well as for any thus arisen damage, other than a damage resulting from use of the Card by an unauthorized person due to failure to observe the principles set forth in sections 3.8. and 3.9. and in section 4.9. hereof.
- 7.3. The Card holder and/or the owner of current account shall always be held responsible for all transactions made by proper identification of the Card in the agreed manner. The Card holder and the owner of current account shall always be held responsible for any damage resulting from use of the Card by an unauthorized person due to failure to observe the principles set forth in sections 3.8. and 3.9. and in section 4.9. of these Commercial Terms and Conditions.
- 7.4. The Bank shall not be held responsible for any damage that shall be incurred in connection with use of the Card due to any circumstances beyond the Bank's control, for example by refusal or incorrect authorization due to failure in the processing system of the authorizing centre or telecommunication lines, lockout in supply of electric energy, failure of an ATM, etc. Neither shall the

Bank be held responsible for any damage incurred by the holder in cases when the merchant exercises his rights to the Cardholder under a contract or commercial terms that were agreed between them (particularly any transactions for ordered goods or services that are not duly cancelled by the Cardholder under the contract with the merchant). The Bank is not liable for any damage arisen in relation to any duly notified or planned downtimes of the authorisation centre processing system. The downtimes notified by the Cardholder within a reasonable time in advance via the Bank branches, via the Bank website, or in another provable and appropriate method are deemed the duly notified or planned downtimes.

- 7.5. The bank is authorized to notify all merchants about the number of a Card which is lost or stolen, as reported by the Card holder or a Card which is cancelled or held according to these Commercial Terms and Conditions.
- 7.6. The bank shall not be responsible for refusal of a merchant to accept the Card.
- 7.7. All merchants or the recipient bank are authorized to retain any held or cancelled Cards on behalf of the bank.
- 7.8. The current account owner, as well as other Cardholders (including corporate Cardholders) having a Card/Cards issued to one current account, are jointly and severally obligated to pay all the Bank's receivables for payment of the unauthorised overdraft sum arisen by use of the Card, as well as any Bank's receivable for compensation for damage, which shall have arisen by use or misuse of Cards or in relation to use or misuse thereof, and that also after the Agreement termination. The Bank is in the process of satisfaction of its receivables authorised to exercise the right set forth in section 9.7.

Article VIII Termination of Agreement on Issue and Use of Card

- 8.1. The Agreement on Issue and Use of Card shall be terminated also in the following events:
 - 8.1.1. by a notice given by the applicant - the owner of current account:
 - a) upon delivery of a written notice (or a request for cancellation of the Card) without a reason, in this case the applicant is liable to pay the relevant fee for cancellation of the Card according to the tariff of fees, and to return the Card to the bank according to section 4.10. of these Commercial Terms and Conditions;
 - b) upon delivery of a written notice with the beginning of the notice period as of the date of expiry of the Card, provided that a written notice is delivered to the bank within the period set forth in section 3.11. of these Commercial Terms and Conditions. In this case, the bank shall not request return of the Card and the Card holder may use the Card until the last day of the calendar month shown in the Card;
 - c) upon delivery of a written notice due to disapproval of any changes in the commercial terms and conditions or in the bank's tariff of fees, with effect from the date of delivery of the notice to the bank, provided that the written notice is delivered to the bank no later than within the period set forth in section 10.3. of these Commercial Terms and Conditions.

The bank is authorized to hold and/or cancel all Cards to the relevant current account already on the date of delivery of the notice according to paragraphs (a) or (c) above.

- 8.1.2. by a notice given by the bank:
the bank is authorized to terminate the Agreement on Issue and Use of Card, particularly in the cases described in these Commercial Terms and Conditions, and any time due to the reasons of special concern, particularly due to the reasons when the bank has the right to rescind an agreement with the client and to cancel the account and/or products and/or services provided to the account with immediate effect according to the General Commercial Terms and Conditions of Tatra banka, a.s. In this case the bank is authorized, immediately at occurrence of any of the above reasons. to hold and immediately to cancel the Card / Cards, and then to inform the owner of current account on holding and canceling thereof. The owner of current account and/or the Card holder is liable to pay all bank's receivables arisen from use of the card regardless when they were incurred, and to pay the fee for cancellation and holding of the Card according to the tariff of fees.
- 8.1.3. upon termination of the agreement on current account or the Agreement on EUR Current Account and on Provision of Other Products and Services to the Account of an individual or in the Agreement on Current Account and on Provision of Other Products and Services to the Account in EUR of a legal entity or an individual being a private entrepreneur. The owner of current account and the Bank agree that for the term of the Agreement on Issue and Use of Card concluded between the Bank of the owner of current account, the owner shall have the right to terminate the Agreement on Current Account or the Agreement on EUR Current Account and on Provision of Other Products and Services to the Account of an individual or in the Agreement on EUR Current Account and on Provision of Other Products and Services to the Account of a legal entity or an individual being a private entrepreneur, by a one-month notice that shall commence, unless agreed otherwise, only on the date of returning the Card to the Bank or upon settlement of the Bank's receivable in full.
- 8.1.4. unless the Card is renewed according to section 3.11 hereof, the Agreement on Issue and Use of Card shall expire no later than one month following the date of expiry of the last issued Card.

- 8.2. If a notice of termination is given according to sections 8.1.1. and 8.1.2. hereof, the Agreement on Issue and Use of Card shall be terminated upon expiry of the one-month notice period. Upon termination of the Agreement on Issue and Use of Card, the owner of the current account and/or the Cardholder shall still be liable to pay the then outstanding obligations to the Bank. The Bank shall have the right to debit from the current account and the owner of current account is liable to settle to the Bank also the amount of all transactions made or cleared before or after termination of the Agreement on Issue and Use of Card, as well as the aggregate amount of transactions plus interests and other costs of such receivable (particularly the relating fees); the owner of current account is liable to pay, according to these Commercial Terms and Conditions, such transactions also after termination of the Agreement on Issue and Use of Card.
- 8.3. The bank has the right to hold and/or to cancel the Card, in addition to the above expiry of the Agreement, always in the event the bank is authorized to rescind the Agreement or to cancel provision of products according to the bank's General Commercial Terms and Conditions.

- 8.4. The owner of current account and the Card holder is liable, even without a special request, immediately but not later than within 5 days, to return all cancelled Cards to the bank. If the owner of current account or the Card holder fails to return the Card to the bank, he shall be liable, in addition to settlement of the receivable according to section 8.2. hereof, to indemnify the damage according to section 4.10. of these Commercial Terms and Conditions, particularly to pay the fees for holding the Card or any other fees according to the tariff of fees.
- 8.5. The owner of current account may any time cancel in writing the authorization to use any Card issued to the current account which is owned by him. He shall also be liable to ensure immediate return of the Card to the bank.

Article IX Special Provisions

- 9.1. The owner of current account shall agree with the bank in the Agreement on Current Account on frequency of bank statements, so that the statements are available to the owner at least once in a month.
- 9.2. The Card holder or the contact person may request the bank to change the password according to section 3.12. of these Commercial Terms and Conditions by telephone via the Dialog telephone service upon identification by the GRID card and password to the GRID card, or in writing in a bank's branch.
- 9.3. The Card holder, unless being identical with the owner of current account, may request, without a consent of the owner of current account, to hold the Card, to issue a substitute Card, to print a new PIN code to the Card, to decrease the withdrawal limit by the Card, and to cancel the insurance policy. Telephone reporting must be confirmed in the bank in writing by the Card holder or the owner of current account, except for the cases set forth in section 6.4. of these Commercial Terms and Conditions.
- 9.4. The owner of current account or the Card holder may request to perform all changes to be made in the Agreement on Issue and Use of Card and/or the Card in person in the bank, in writing (by a letter, telefax, e-mail) or by telephone. In case of delivery of a written request by telefax, e-mail or orally by telephone, the request confirmed in writing must be delivered to the bank in person or by mail, unless the owner of current account or the Card holder requests the bank to make the change by telephone via the Dialog telephone service by identification by the GRID card and password to the GRID card.
- 9.5. The owner of current account or the Card holder is liable to notify the bank about all changes relating to the Agreement on Issue and Use of Card and/or the Card in accordance with these terms and conditions, including but not limited to: change of his residential address, home telephone number, change of the employer, property, etc.
- 9.6. If social insurance benefits belonging to the Card holder are remitted by Sociálna poisťovňa, a social insurance company, to the current account to which an additional Card is issued for a husband/wife of the owner of current account, and in respect of that account, the owner of current account has entered into a special contract on preserving the right to dispose with the funds

on that account for the signatory, i.e. the Card holder, the bank may preserve the Card valid for the signatory also upon death of the owner of current account.

- 9.7. The bank has the right to set-off any of its receivables (including those which are not due and which are statute-limited) to the owner of current account and/or the Card holder against any receivables of these persons to the bank, including but not limited to any receivables of the owner of current account or the Card holder from the current account or any other accounts, even against any receivables which are not due, statute-limited, against any receivables from deposits, as well as against any receivables denominated in a foreign currency.

Article X Final Provisions

- 10.1. Any mutual rights and liabilities of the Bank and the Client, that are not regulated in the Agreement or these Commercial Terms and Conditions shall be governed by the General Commercial Terms and Conditions of Tatra banka, a.s. and in case of Card with insurance also to insurance terms and conditions set forth in the brochure: Insurance of Holders of International Debit Cards Issued by Tatra banka, a.s. Provided by Union, poisťovacia a.s.
- 10.2. The procedures and time periods of dealing with complaints in respect of transactions performed by the Cards are regulated by the binding regulations in the Bank's Complaint Rules.
- 10.3. The bank reserves the right to modify or completely replace these Commercial Terms and Conditions ("Modification") due to any changes in the relevant legal regulations, in its business policy or in view of any changed market conditions. The Modification shall be published by the bank in its business premises, together with specification of the date of being valid and coming into force. If the client disagrees with any modification of the Commercial Terms and Conditions, he shall be liable to report his disapproval to the bank in writing no later than within one month following the effective date of the Commercial Terms and Conditions. Unless the bank and the client agree otherwise, they shall have the right to terminate the mutual contractual relations and to settle any mutual receivables. Unless the client expresses his disapproval with any Modification of these Commercial Terms and Conditions within the above period, he shall be considered to agree therewith and the mutual relations between the bank and the client shall then be governed by such modified commercial terms and conditions from the effective date.
- 10.4. The bank shall charge to the client all fees connected with issue and use of the Cards according to the tariff of fees. Always when the term "tariff of fees" appears in these CTC, it means the tariff of fees of Tatra banka, a.s. The tariff of fees of Tatra banka, a.s. forms an integral part of the Agreement on Issue and Use of Card. For further modification of fees, the provisions of the General Commercial Terms and Conditions Tatra banka, a.s. shall apply.
- 10.5. These Commercial Terms and Conditions shall be valid by publishing thereof in the Bank's business premises and shall come into force on January 1, 2009.